

business day window, BellSouth will respond to the applications as soon as possible, but no later than the following: within thirty (30) business days for applications 1-5; within thirty-six (36) business days for applications 6-10; within forty-two (42) business days for applications 11-15. Response intervals for multiple applications submitted within the same timeframe for the same state in excess of 15 must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation. The Application Response will detail whether the amount of space requested is available or if the amount of space requested is not available, the amount of space that is available. The response will also include the configuration of the space. When BellSouth's response includes an amount of space less than that requested by CLEC-1 or differently configured, CLEC-1 must amend its application to reflect the actual space available prior to submitting a Bona Fide Firm Order.

6.3 Bona Fide Firm Order. CLEC-1 shall indicate its intent to proceed with equipment installation in a BellSouth Central Office by submitting a Bona Fide Firm Order to BellSouth. A Bona Fide Firm Order requires CLEC-1 to complete the Application/Inquiry process described in Subsection 6.1, preceding, and submit the Expanded Interconnection Bona Fide Firm Order document (BSTEI-1P-F) indicating acceptance of the written application response provided by BellSouth ("Bona Fide Firm Order") and all appropriate fees. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days after BellSouth's response to CLEC-1's Application/Inquiry. If CLEC-1 makes changes to its application in light of BellSouth's written Application Response, BellSouth will be required to re-evaluate and respond to the change(s). In this event, BellSouth's provisioning interval will not start until the re-evaluation and response to the change(s) is complete and the Bona Fide Firm Order is received by BellSouth and all appropriate fees and duties have been executed. If BellSouth needs to reevaluate CLEC-1's application as a result of changes requested by CLEC-1 to CLEC-1's original application, then BellSouth will charge CLEC-1 a fee based upon the additional engineering hours required to do the reassessment. Major changes such as requesting additional space or adding additional equipment may require CLEC-1 to resubmit the application with an application fee.

6.3.1 BellSouth will establish a firm order date, per request, based upon the date BellSouth is in receipt of a Bona Fide Firm Order. BellSouth will acknowledge the receipt of CLEC-1's Bona Fide Firm Order within five (5) business days of receipt indicating that the Bona Fide Firm Order has been received. A BellSouth response to a Bona Fide Firm Order will include a Firm Order Confirmation containing the firm order date.

6.3.2 BellSouth will permit one accompanied site visit to CLEC-1's designated collocation arrangement location after receipt of the Bona Fide Firm Order without charge to CLEC-1.

6.3.3 Space preparation for the Collocation Space will not begin until BellSouth receives the Bona Fide Firm Order and all applicable fees.

6.3.4 CLEC-1 must submit to BellSouth the completed Access Control Request Form (RF-2906-A) for all employees or agents requiring access to the BellSouth Central Office a minimum of 30 calendar days prior to the date CLEC-1 desires access to the Collocation Space.

6.4 Construction and Provisioning Interval. BellSouth will negotiate construction and provisioning intervals per request on an individual case basis. Excluding the time interval

required to secure the appropriate government licenses and permits, BellSouth will use best efforts to complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 90 business days from receipt of a complete and accurate Bona Fide Firm Order. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will use best efforts to complete construction of all other collocation space ("extraordinary conditions") within 130 business days of the receipt of a complete and accurate Bona Fide Firm Order. Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement.

6.4.1 Joint Planning Meeting. Unless otherwise agreed to by the Parties, a joint planning meeting or other method of joint planning between BellSouth and CLEC-1 will commence within a maximum of 15 business days from BellSouth's receipt of a Bona Fide Firm Order and the payment of agreed upon fees. At such meeting, the Parties will agree to the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Application and affirmed in the Bona Fide Firm Order. The Collocation Space Completion time period will be provided to CLEC-1 during the joint planning meeting or as soon as possible thereafter. BellSouth will complete all design work following the joint planning meeting.

6.4.2 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within 7 business days of the completion of finalized construction designs and specifications.

6.4.3 Acceptance Walk Through. CLEC-1 and BellSouth will complete an acceptance walk through of each Collocation Space requested from BellSouth by CLEC-1. BellSouth will correct any deviations to CLEC-1's original or jointly amended requirements within five (5) business days after the walk through, unless the Parties jointly agree upon a different time frame.

6.5 Use of Certified Vendor. CLEC-1 shall select a vendor which has been approved as a BellSouth Certified Vendor to perform all engineering and installation work required in the Collocation Space. In some cases, CLEC-1 must select separate BellSouth Certified Vendors for transmission equipment, switching equipment and power equipment. BellSouth shall provide CLEC-1 with a list of Certified Vendors upon request. The Certified Vendor(s) shall be responsible for installing CLEC-1's equipment and components, installing co-carrier cross connects, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and CLEC-1 upon successful completion of installation. The Certified Vendor shall bill CLEC-1 directly for all work performed for CLEC-1 pursuant to this Agreement and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor. BellSouth shall consider certifying CLEC-1 or any vendor proposed by CLEC-1.

6.6 Alarm and Monitoring. BellSouth shall place environmental alarms in the Central Office for the protection of BellSouth equipment and facilities. CLEC-1 shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service

CLEC-1's Collocation Space. Upon request, BellSouth will provide CLEC-1 with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by CLEC-1. Both parties shall use best efforts to notify the other of any verified environmental hazard known to that party. The parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit B attached hereto.

6.7 Basic Telephone Service. Upon request of CLEC-1, BellSouth will provide basic telephone service to the Collocation Space under the rates, terms and conditions of the current tariff offering for the service requested.

6.8 Space Preparation. BellSouth shall pro rate the costs of any renovation or upgrade to Central Office space or support mechanisms which is required to accommodate physical collocation. CLEC-1's pro rated share will be calculated by multiplying such cost by a percentage equal to the amount of square footage occupied by CLEC-1 divided by the total Central Office square footage receiving renovation or upgrade. For this section, support mechanisms provided by BellSouth may include, but not be limited to heating/ventilation/air conditioning (HVAC) equipment, HVAC duct work, cable support structure, fire wall(s), mechanical upgrade, asbestos abatement, or ground plane addition. Such renovation or upgrade will be evaluated and the charges assessed on a per Central Office basis. BellSouth will reimburse CLEC-1 in an amount equal to CLEC-1 reasonable, demonstrative and mitigated expenditures incurred as a direct result of delays to the completion and turnover dates caused by BellSouth.

6.9 Virtual Collocation Transition. BellSouth offers Virtual Collocation pursuant to the rates, terms and conditions set forth in its F.C.C. Tariff No. 1. For the interconnection to BellSouth's network and access to BellSouth unbundled network elements, CLEC-1 may purchase 2-wire and 4-wire Cross-Connects as set forth in Exhibit A, and CLEC-1 may place within its Virtual Collocation arrangements the telecommunications equipment set forth in Section 5.1. In the event physical collocation space was previously denied at a location due to technical reasons or space limitations, and that physical collocation space has subsequently become available, CLEC-1 may transition its virtual collocation arrangements to physical collocation arrangements and pay the appropriate non-recurring fees for physical collocation and for the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement. In the event that BellSouth knows when additional space for physical collocation may become available at the location requested by CLEC-1, such information will be provided to CLEC-1 in BellSouth's written denial of physical collocation. To the extent that (i) physical collocation space becomes available to CLEC-1 within 180 days of BellSouth's written denial of CLEC-1's request for physical collocation, and (ii) CLEC-1 was not informed in the written denial that physical collocation space would become available within such 180 days, then CLEC-1 may transition its virtual collocation arrangement to a physical collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual collocation credit for any CLEC-1 must arrange with a BellSouth certified vendor for the relocation of equipment from its virtual collocation space to its physical collocation space and will bear the cost of such relocation.

6.10 Cancellation. If, at anytime, CLEC-1 cancels its order for the Collocation Space(s), CLEC-1 will reimburse BellSouth for any expenses incurred up to the date that written notice of the cancellation is received. In no event will the level of reimbursement under this paragraph exceed the maximum amount CLEC-1 would have otherwise paid for work undertaken by BellSouth if no cancellation of the order had occurred.

6.11 Licenses. CLEC-1, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Collocation Space.

7. RATES AND CHARGES

7.1 Non-recurring Fees. In addition to the Application Fee referenced preceding, CLEC-1 shall remit payment of a Cable Installation Fee and one-half estimated Space Preparation Fee, as applicable, coincident with submission of Firm Order. The outstanding balance of the actual Space Preparation Fee shall (30) calendar days following CLEC-1's receipt of a bill or invoice from BellSouth installation of the initial equipment arrangement is complete, a subsequent arrangement (as described in Subsection 7.4, when CLEC-1 requests a modification apply.

7.2 Documentation. BellSouth shall provide documentation to Space Preparation Fee. The Space Preparation Fee will be pro rated as per Subsection 6, preceding.

7.3 Cable Installation. Cable Installation Fee(s) are assessed as per Subsection 6, preceding.

7.4 Floor Space. The floor space charge includes reasonable heat, air conditioning, ventilation and other allocated expenses associated with the Central Office but does not include amperage necessary to power the Collocation Space is enclosed. CLEC-1 shall pay floor space charges based upon the following floor space calculation: $\text{Floor Space} = (\text{number of square feet so enclosed} \times \text{height of equipment}) + (0.5 \times \text{maintenance aisle depth}) \times \text{width of rack and spacers}$. For purposes of this calculation, BellSouth will assign unenclosed Collocation Space in conversion of equipment lineup shall consider the footprint of equipment rack where feasible. In the event CLEC-1's collocated equipment requires isolated grounding or other treatment which prevents placement of equipment on the same floor space, CLEC-1 shall be required to request an alternative arrangement. Floor space charges shall be required to request an alternative arrangement on the date on which BellSouth releases the Collocation Space to CLEC-1 first occupies the Collocation Space, whichever is later.

7.5 Power. BellSouth shall supply -48V DC power to the Collocation Space within the central office premises. CLEC-1's option for Adjacent Arrangement collocation shall be as follows:

7.5.1 Charges for -48V DC power shall be based on the certified vendor engineered and installed redundant feeder fuse positions (A&S) and the power obtained from a power source.

and power cables (A&B) must be engineered (sized), and installed by CLEC-1's certified vendor. When obtaining power from a BellSouth Power Board, power cables (A&B) must be engineered (sized), and installed by CLEC-1's certified power vendor. CLEC-1's certified vendor must also provide a copy of the engineering power specification prior to the Commencement Date. In the event BellSouth shall be required to construct additional DC power plant or upgrade the existing DC power plant in a Central Office as a result of CLEC-1's request to collocate in that Central Office ("Power Plant Construction"), CLEC-1 shall pay its pro-rata share of costs associated with the Power Plant Construction. The determination of whether Power Plant Construction is necessary shall be within BellSouth's sole, but reasonable, discretion. BellSouth shall comply with all BellCore (Telcordia) and ANSI Standards regarding power cabling, including BellCore (Telcordia) Network Equipment Building System (NEBS) Standard GR-63-CORE. BellSouth will notify CLEC-1 of the need for the Power Plant Construction and will estimate the costs associated with the Power Plant Construction if BellSouth were to perform the Power Plant Construction. The costs of power plant construction shall be pro-rated and shared among all who benefit from that construction. CLEC-1 shall pay BellSouth one-half of its prorata share of the estimated Power Plant Construction costs prior to commencement of the work. CLEC-1 shall pay BellSouth the balance due (actual cost less one-half of the estimated cost) within thirty (30) days of completion of the Power Plant Construction. CLEC-1 has the option to perform the Power Plant Construction itself; provided, however, that such work shall be performed by a BellSouth certified contractor and such contractor shall comply with BellSouth's guidelines and specifications. Where the Power Plant Construction results in construction of a new power plant room, upon termination of this Agreement CLEC-1 shall have the right to remove its equipment from the power plant room, but shall otherwise leave the room intact. Where the Power Plant Construction results in an upgrade to BellSouth's existing power plant, upon termination of this Agreement, such upgrades shall become the property of BellSouth.

7.5.2 Charges for AC power will be assessed per breaker ampere per month based upon the certified vendor engineered and installed power feed fused ampere capacity. Rates include the provision of commercial and standby AC power. When obtaining power from a BellSouth Service Panel, fuses and power cables must be engineered (sized), and installed by CLEC-1's certified vendor. CLEC-1's certified vendor must also provide a copy of the engineering power specification prior to the Commencement Date. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit A. AC power voltage and phase ratings shall be determined on a per location basis.

7.6 Security Escort. A security escort will be required whenever CLEC-1 or its approved agent desires access to the entrance manhole or must have access to the Central Office Premises after the one accompanied site visit allowed pursuant to subsection 6.2.2 prior to completing BellSouth's Security Training requirements and/or prior to Space Acceptance. Rates for a security escort are assessed in one-half (1/2) hour increments according to the schedule appended hereto as Exhibit A.

7.7 Rate "True-Up." The Parties agree that the prices reflected as interim herein shall be "true-up" (up or down) based on final prices either determined by further agreement or by final order, including any appeals, in a proceeding involving BellSouth before the regulatory authority for the state in which the services are being performed or any other body having jurisdiction over this agreement (hereinafter "Commission"). Under the "true-up" process, the interim price for each service shall be multiplied by the volume of that service purchased to arrive at the total interim amount paid for that service ("Total Interim Price"). The final price for

that service shall be multiplied by the volume purchased to arrive at the total final amount due ("Total Final Price"). The Total Interim Price shall be compared with the Total Final Price. If the Total Final Price is more than the Total Interim Price, CLEC-1 shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to CLEC-1. Each party shall keep its own records upon which a "true-up" can be based and any final payment from one party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such "true-up," the Parties agree that the Commission shall be called upon to resolve such differences.

7.8 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the parties upon request by either party. Payment of all other charges under this Agreement shall be due thirty (30) days after receipt of the bill (payment due date). CLEC-1 will pay a late payment charge of one and one-half percent (1-1/2%) assessed monthly on any balance which remains unpaid after the payment due date.

8. INSURANCE

8.1 CLEC-1 shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Article VI and underwritten by insurance companies licensed to do business in the states applicable under this Agreement and having a BEST Insurance Rating of B ++ X (B ++ ten).

8.2 CLEC-1 shall maintain the following specific coverage:

8.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an ADDITIONAL INSURED on ALL applicable policies as specified herein.

8.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.

8.2.3 CLEC-1 may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.

8.3 The limits set forth in Subsection 6.2 above may be increased by BellSouth from time to time during the term of this Agreement upon thirty (30) days notice to CLEC-1 to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

8.4 All policies purchased by CLEC-1 shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Central Office and shall remain in effect for the term of this Agreement or until all CLEC-1's property has been removed from BellSouth's Central Office, whichever period is longer. If CLEC-1 fails to maintain required

coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from CLEC-1.

8.5 CLEC-1 shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) days prior to the commencement of any work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. CLEC-1 shall arrange for BellSouth to receive thirty (30) days advance notice of cancellation from CLEC-1's insurance company. CLEC-1 shall forward a certificate of insurance and notice of cancellation to BellSouth at the following address:

BellSouth Telecommunications, Inc.
Attn.: Risk Management Coordinator
600 N. 19th Street, 18B3
Birmingham, Alabama 35203

8.6 CLEC-1 must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.

8.7 Failure to comply with the provisions of this Section will be deemed a material breach of this Agreement.

9. MECHANICS LIENS

9.1 If any mechanics lien or other liens shall be filed against property of either party (BellSouth or CLEC-1), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other party or by reason of any changes, or additions to said property made at the request or under the direction of the other party, the other party directing or requesting those changes shall, within thirty (30) days after receipt of written notice from the party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

10. INSPECTIONS

10.1 BellSouth shall conduct an inspection of CLEC-1's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between CLEC-1's equipment and equipment of BellSouth. BellSouth may conduct an inspection if CLEC-1 adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide CLEC-1 with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

11. SECURITY AND SAFETY REQUIREMENTS

11.1 Only BellSouth employees, BellSouth certified vendors and authorized employees, authorized Guests, pursuant to Section 3.3, preceding, or authorized agents of CLEC-1 will be permitted in the BellSouth Central Office. CLEC-1 shall provide its employees and agents with picture identification which must be worn and visible at all times while in the Collocation Space or other areas in or around the Central Office. The photo identification card shall bear, at a minimum, the employee's name and photo, and the CLEC-1 name. BellSouth reserves the right to remove from its premises any employee of CLEC-1 not possessing identification issued by CLEC-1. CLEC-1 shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises. CLEC-1 shall be solely responsible for ensuring that any Guest of CLEC-1 is in compliance with all subsections of this Section 11.

11.1.1 CLEC-1 will be required, at its own expense, to conduct a statewide investigation of criminal history records for each CLEC-1 employee being considered for work on the BellSouth Central Office, for the states/counties where the CLEC-1 employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable.

11.1.2 CLEC-1 will be required to administer to their personnel assigned to the BellSouth Central Office security training either provided by BellSouth, or meeting criteria defined by BellSouth.

11.1.3 CLEC-1 shall not assign to the BellSouth Central Office any personnel with records of felony criminal convictions. CLEC-1 shall not assign to the BellSouth Central Office any personnel with records of misdemeanor convictions, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any CLEC-1 personnel who have been identified to have misdemeanor criminal convictions.

11.1.4 For each CLEC-1 employee requiring access to a BellSouth Central Office pursuant to this agreement, CLEC-1 shall furnish BellSouth, prior to an employee gaining such access, a notarized affidavit certifying that the aforementioned background check and security training were completed. The affidavit will contain a statement certifying no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, CLEC-1 will disclose the nature of the convictions to BellSouth at that time.

11.1.5 At BellSouth's request, CLEC-1 shall promptly remove from the BellSouth's premises any employee of CLEC-1 BellSouth does not wish to grant access to its premises pursuant to any investigation conducted by BellSouth.

11.2 Notification to BellSouth. BST reserves the right to interview CLEC-1's employees, agents, or contractors. CLEC-1 and its contractors shall cooperate fully with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by or involving CLEC-1's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill CLEC-1 for all costs associated with investigations involving its employees, agents, or contractors if it can be reasonably established that CLEC-1's employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill CLEC-1 for BellSouth property which is stolen or damaged where an investigation determines the culpability of CLEC-1's employees, agents, or contractors. CLEC-1 shall notify BellSouth in writing immediately in

the event that the CLEC discovers one of its employees already working on the BellSouth premises is a possible security risk. BellSouth reserves the right to permanently remove from its premises any employee of CLEC-1 identified as posing a security risk to BellSouth or any other CLEC, or having violated BellSouth policies set forth in the BellSouth CLEC Security Training. CLEC-1 shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.

11.3 Use of BellSouth Supplies by CLEC-1 Employees. Use of any BellSouth supplies by a CLEC-1 employee, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be considered theft and will be handled accordingly. Costs associated with such unauthorized use of BellSouth property may be charged to CLEC-1 as may be all associated investigative costs. At BellSouth's request, CLEC-1 shall promptly and permanently remove from BellSouth's Central Office any employee of CLEC-1 found to be in violation of this rule.

11.4 Use of Official Lines by CLEC-1 Employees. Except for local calls necessary in the performance of their work, CLEC-1 employees shall not use the telephones on BellSouth Central Office. Charges for unauthorized telephone calls made by a CLEC-1's employees may be charged to CLEC-1 as may be all associated investigative costs. At BellSouth's request, CLEC-1 shall promptly and permanently remove from BellSouth's premises any employee of CLEC-1 found to be in violation of this rule.

11.5 Accountability. Full compliance with the Security requirements of this section shall in no way limit the accountability of any CLEC for the improper actions of its employees.

12. DESTRUCTION OF COLLOCATION SPACE

12.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for CLEC-1's permitted use hereunder, then either party may elect within ten (10) days after such damage, to terminate this Agreement, and if either party shall so elect, by giving the other written notice of termination, both parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for CLEC-1's permitted use, or is damaged and the option to terminate is not exercised by either party, BellSouth covenants and agrees to proceed promptly without expense to CLEC-1, except for improvements not the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. CLEC-1 may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a certified vendor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If CLEC-1's acceleration of the project increases the cost of the project, then those additional charges will be incurred by CLEC-1. Where allowed and where practical, CLEC-1 may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, CLEC-1 shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for CLEC-1's permitted use, until such Collocation Space is fully repaired

and restored and CLEC-1's equipment installed therein (but in no event later than thirty (30) days after the Collocation Space is fully repaired and restored). Where CLEC-1 has placed an Adjacent Arrangement pursuant to section 3.4, CLEC-1 shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this section, BellSouth will restore the associated services to the Adjacent Arrangement.

13. EMINENT DOMAIN

13.1 If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Agreement shall terminate as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space or Adjacent Arrangement shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space or Adjacent Arrangement shall be taken under eminent domain, BellSouth and CLEC-1 shall each have the right to terminate this Agreement and declare the same null and void, by written notice of such intention to the other party within ten (10) days after such taking.

14. NONEXCLUSIVITY

12.1 CLEC-1 understands that this Agreement is not exclusive and that BellSouth may enter into similar agreements with other parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis.

15. NOTICES

15.1 Except as otherwise provided herein, any notices or demands that are required by law or under the terms of this Agreement shall be given or made by CLEC-1 or BellSouth in writing and shall be given by hand delivery, or by certified or registered mail, and addressed to the parties as follows:

To BellSouth:

600 N. 19th Street

9th Floor

Birmingham, AL 35240

ATTN: CLEC Account Team

To CLEC-1:

ATTN: _____

15.2 Such notices shall be deemed to have been given in the case of certified or registered mail when deposited in the United States mail with postage prepaid.

16. INDEMNITY / LIMITATION OF LIABILITY

16.1 CLEC-1 shall be liable for any damage to property, equipment or facilities or injury to person caused by the activities of CLEC-1, its agents or employees pursuant to, or in furtherance of, rights granted under this Agreement. CLEC-1 shall indemnify and hold BellSouth harmless from and against any judgments, fees, costs or other expenses resulting or claimed to result from such activities by CLEC-1, its agents or employees.

16.2 BellSouth shall not be liable to CLEC-1 for any interruption of CLEC-1's service or for interference with the operation of CLEC-1's communications facilities, or for any special, indirect, incidental or consequential damages arising in any manner, including BellSouth's negligence, out of the use of the Collocation Space(s) and CLEC-1 shall indemnify, defend and hold BellSouth harmless from and against any and all claims, demands, causes of action, costs and reasonable attorneys' fees with respect to such special, indirect, incidental or consequential damages.

17. PUBLICITY

17.1 CLEC-1 agrees to submit to BellSouth all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement or mentioning or implying the tradenames, logos, trademarks or service marks (hereinafter "Marks") of BellSouth Corporation and/or any of its affiliated companies or language from which the connection of said Marks therewith may be inferred or implied, or mentioning or implying the names of any personnel of BellSouth Corporation and/or any of its affiliated companies, and CLEC-1 further agrees not to publish or use such advertising, sales promotions, press releases, or publicity matters without BellSouth's prior written consent.

18. FORCE MAJEURE

18.1 Neither party shall be in default by reason of any failure in performance of this Agreement, in accordance with its terms and conditions, if such failure arises out of causes beyond the control of the nonperforming party including, but not restricted to, acts of God, acts of government, insurrections, fires, floods, accidents, epidemics, quarantines, restrictions, strikes, freight embargoes, inability to secure raw materials or transportation facilities, acts or omissions of carriers or any and all other causes beyond the party's control.

19. YEAR 2000 COMPLIANCE

19.1 Each party warrants that it has implemented a program the goal of which is to ensure that all collocated equipment, software, hardware and related materials (collectively called "Systems") delivered, connected with BellSouth or supplied in the furtherance of the terms and conditions specified in this Agreement: (i) will record, store, process and display calendar dates falling on or after January 1, 2000, in the same manner, and with the same functionality as such software records, stores, processes and calendar dates falling on or before December 31, 1999; and (ii) shall include without limitation date data century recognition, calculations that accommodate same century and multicentury formulas and date values, and date data interface values that reflect the century.

20. ASSIGNMENT

20.1 CLEC-1 acknowledges that this Agreement does not convey any right, title or interest in the Central Office to CLEC-1. This Agreement is not assignable by either party without the prior written consent of the other party, and any attempt to assign any of the rights, duties or obligations of this Agreement without such consent is void. Notwithstanding the foregoing, either party may assign any rights, duties or obligations of this Agreement to a parent, subsidiary or affiliate without the consent of the other party.

21. NO IMPLIED WAIVER

21.1 No consent or waiver by either party to or of any breach of any covenant, term, condition, provision or duty of the other party under this Agreement shall be construed as a consent to or waiver of any other breach of the same or any other covenant, term, condition, provision or duty. No such consent or waiver shall be valid unless in writing and signed by the party granting such consent or waiver.

22. RESOLUTION OF DISPUTES

22.1 Except as otherwise stated in this Agreement, the Parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the parties will petition the Commission in the state where the services are provided pursuant to this Agreement for a resolution of the dispute. However, each party reserves any rights it may have to seek judicial review of any ruling made by the Public Service Commission concerning this Agreement.

23. SECTION HEADINGS

23.1 The section headings used herein are for convenience only, and shall not be deemed to constitute integral provisions of this Agreement.

24. AUTHORITY

24.1 Each of the parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such party has the full right, power and authority to enter into and execute this Agreement on such party's behalf and that no consent from any other person or entity is required as a condition precedent to the legal effect of this Agreement.

25. REVIEW OF AGREEMENT

25.1 The parties acknowledge that each has had an opportunity to review and negotiate this Agreement and has executed this Agreement only after such review and negotiation. The Parties further agree that this Agreement shall be deemed to have been drafted by both BellSouth and CLEC-1 and the terms and conditions contained herein shall not be construed any more strictly against one party or the other.

26. FILING OF AGREEMENT

26.1 Upon execution of this Agreement it shall be filed with the appropriate state regulatory agency pursuant to the requirements of section 252 of the Act. If the regulatory agency imposes any filing or public interest notice fees regarding the filing or approval of the Agreement, said costs shall be borne by CLEC-1.

27. ENTIRE AGREEMENT

27.1 This Agreement contains the full understanding of the Parties (superseding all prior or contemporaneous correspondence between the Parties) and shall constitute the entire agreement between BellSouth and CLEC-1 and may not be modified or amended other than by a written instrument signed by both parties. If any conflict arises between the terms and conditions contained in this Agreement and those contained in a filed tariff, the terms and conditions of this Agreement shall control.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives in one or more counterparts, each of which shall constitute an original, on the day and year first above written.

BELLSOUTH TELECOMMUNICATIONS,
INC.

(CLEC-1's Full Company Name)

Authorized Signature

Authorized Signature

Jerry Hendrix

Print or Type Name

Print or Type Name

Senior Director

Title

Title

Date

Date

EXHIBIT A: BELLSOUTH/CLEC-1 RATES – ALABAMA **PHYSICAL COLLOCATION**

Rates marked with an asterisk (*) are interim and are subject to true-up

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per Request	NA	\$7,124.00 Disconnect Charge \$1.73
PE1CA	Subsequent Application Fee (Note 1)	Per Request	NA	\$1600.00 Minimum
PE1BB	Space Preparation Fee (Note 2)			
	Mechanical / HVAC*	Per ton (one ton minimum)		\$2,400.00
	Ground Bar*	Per Connection		\$720.00
	Project Management*	Per arrangement		\$1675.00
	Cable Racking / Fiber Duct	Per arrangement, square foot		ICB
	Frame / Aisle Lighting	Per arrangement, square foot		ICB
	Framework Ground Conductors	Per arrangement		ICB
	Extraordinary Modifications	Per arrangement		ICB
	Space Enclosure (Note 3) <i>Requested Prior to 6/1/99</i>			
PE1BW	Welded Wire-mesh	Per first 100 sq. ft.	\$189.86	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	\$19.29	NA
PE1PJ	Floor Space	Per square foot	\$3.85	NA
PE1BD	Cable Installation	Per Cable	NA	\$2,335.00 Disconnect Charge \$54.39
PE1PM	Cable Support Structure	Per entrance cable	\$23.23	NA

EXHIBIT A: BELLSOUTH/CLEC-1 RATES - ALABAMA
PHYSICAL COLLOCATION (cont.)

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1PL	Power -48V DC Power 120V AC Power single phase* 240V AC Power single phase* 120V AC Power three phase* 277V AC Power three phase*	Per amp Per breaker amp Per breaker amp Per breaker amp Per breaker amp	\$7.14 \$5.50 \$11.00 \$16.50 \$38.20	ICB ICB ICB ICB ICB
PE1P2 PE1P4 PE1P1 PE1P3 PE1F2 PE1F4	Cross Connects (Note 4) 2-wire 4-wire DS-1 DS-3 2-fiber 4-fiber	Per Cross Connect	\$.28 \$.56 \$2.14 \$38.63 \$10.44 \$18.76	First / Additional \$30.76 / \$29.40 \$31.01 / \$29.58 \$60.81 / \$41.71 \$57.80 / \$39.81 \$73.00 / \$52.00 \$88.00 / \$67.00
	2-wire 4-wire DS-1 DS-3			Disconnect Charges First / Additional \$12.75 / \$11.38 \$12.82 / \$11.39 \$12.85 / \$11.50 \$14.93 / \$11.76
PE1ES Fiber PE1DS Copper	Co-Carrier Cross-Connect (Note 5) Fiber Arrangement Copper or Coaxial	Cable Support Structure, per linear foot (existing) Cable Support Structure (new)	\$0.06 \$0.03 NA	NA NA ICB
PE1A1	Security Access System Security system* New Access Card Activation* Administrative change, existing card* Replace lost or stolen card*	Per Central Office Per Card Per Card Per Card	\$52.00	\$55.00 \$35.00 \$250.00
	Space Availability Report*	Per Central Office Requested		\$550.00

EXHIBIT A: BELLSOUTH/CLEC-1 RATES - ALABAMA
PHYSICAL COLLOCATION (cont.)

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	POT Bay Arrangements Prior to 6/1/99	Per Cross Connect		
PE1PE	2 Wire Cross-Connect		\$0.08	NA
PE1PF	4 Wire Cross-Connect		\$0.17	NA
PE1PG	DS1 Cross-Connect		\$0.69	NA
PE1PH	DS3 Cross-Connect		\$4.74	NA
PE1B2	2 Fiber Cross-Connect		\$25.89	NA
PE1B4	4 Fiber Cross-Connect		\$34.91	NA
AEH	Additional Engineering Fee (Note 6)	Per request, First half hour/Add'l Half hour		First / Additional Basic Time - \$31.00 / \$22.00 Overtime - \$37.00 / \$26.00
PE1BT	Security Escort Basic Time	Per 1/2	NA	\$43.47/\$25.82
PE1OT	Overtime	hour/Additional	NA	\$55.25/\$32.79
PE1PT	Premium Time	Half-hour	NA	\$67.03/\$39.76

EXHIBIT A: BELL SOUTH/CLEC-1 RATES - ALABAMA **PHYSICAL COLLOCATION (cont.)**

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

- (1) **Subsequent Application Fee:** BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Agreement, CLEC-1 will be assessed the full Application Fee for all subsequent activity for completed arrangements.
- (2) **Space Preparation Fee:** The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers the costs associated with the shared physical collocation area within a Central Office, which include survey, engineering, design and modification costs for network, building and support systems. In the event CLEC-1 opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to CLEC-1 as prescribed in Section 7 of the Collocation Agreement.
- (3) **Space Enclosure:** For cages requested prior to June 1, 1999, the Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. CLEC-1 may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill CLEC-1 for the space enclosure, and this fee shall not be applicable.
- (4) **Cross Connects:** The charges for cross connects are for orders placed electronically. Cross connect elements may also be ordered manually for which there is an additional charge per element.

	First / Additional	Disconnect Charges First / Additional
2-wire	\$34.03 / \$32.67	\$14.48 / \$13.11
4-wire	\$34.28 / \$32.85	\$14.55 / \$13.12
DS-1	\$64.08 / \$44.98	\$14.58 / \$13.23
DS-3	\$61.07 / \$43.08	\$16.66 / \$13.49
- (5) **Co-Carrier Cross-Connect:** As stated in Section 1.2 of the Collocation Agreement, CLEC-1 may connect to other CLECs within the designated Central Office in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the co-Carrier cross connection, construction charges will be applied on an individual case basis. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the co-Carrier cross connection requested, the recurring charges as stated in this Exhibit A shall apply.
- (6) **Additional Engineering Fee:** BellSouth's additional engineering, and other labor costs associated with handling CLEC-1-requested modifications to requests in progress or augmentations to existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, CLEC-1 agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

EXHIBIT A: BELLSOUTH/CLEC-1 RATES - FLORIDA PHYSICAL COLLOCATION

Rates marked with an asterisk (*) are interim and are subject to true-up

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per Request	\$15.53	\$3,248.00
PE1CA	Subsequent Application Fee (Note 1)	Per Request	NA	\$1600.00 Minimum
PE1BB	Space Preparation Fee (Note 2)			
	Mechanical / HVAC*	Per ton (one ton minimum)		\$2,400.00
	Ground Bar*	Per Connection		\$720.00
	Project Management*	Per arrangement		\$1675.00
	Cable Racking / Fiber Duct	Per arrangement, square foot		ICB
	Frame / Aisle Lighting	Per arrangement, square foot		ICB
	Framework Ground Conductors	Per arrangement		ICB
	Extraordinary Modifications	Per arrangement		ICB
	Space Enclosure (Note 3) Requested Prior to 6/1/99			
PE1BW	Wire Cage	Per first 100 sq. Ft.	\$41.99	NA
PE1BC	Gypsum Board Cage	Per first 100 sq. Ft.	\$84.10	NA
PE1BF	Fire Rated Cage	Per first 100 sq. Ft.	\$99.73	NA
PE1CW	Wire Cage	Per add'l 50 sq. Ft.	\$4.14	NA
PE1CC	Gypsum Board Cage	Per add'l 50 sq. Ft.	\$9.35	NA
PE1CF	Fire Rated Cage	Per add'l 50 sq. Ft.	\$11.30	NA
PE1PJ	Floor Space	Per sq. Ft.	\$4.25	NA
PE1BD	Cable Installation	Per Cable	\$2.77	\$1,056.00
PE1PM	Cable Support Structure		\$22.94	NA

EXHIBIT A: BELLSOUTH/CLEC-1 RATES - FLORIDA PHYSICAL COLLOCATION

Rates marked with an asterisk (*) are interim and are subject to true-up

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per Request	\$15.53	\$3,248.00
PE1CA	Subsequent Application Fee (Note 1)	Per Request	NA	\$1600.00 Minimum
PE1BB	Space Preparation Fee (Note 2)			
	Mechanical / HVAC*	Per ton (one ton minimum)		\$2,400.00
	Ground Bar*	Per Connection		\$720.00
	Project Management*	Per arrangement		\$1675.00
	Cable Racking / Fiber Duct	Per arrangement, square foot		ICB
	Frame / Aisle Lighting	Per arrangement, square foot		ICB
	Framework Ground Conductors	Per arrangement		ICB
	Extraordinary Modifications	Per arrangement		ICB
	Space Enclosure (Note 3) <i>Requested Prior to 6/1/99</i>			
PE1BW	Wire Cage	Per first 100 sq. Ft.	\$41.99	NA
PE1BC	Gypsum Board Cage	Per first 100 sq. Ft.	\$84.10	NA
PE1BF	Fire Rated Cage	Per first 100 sq. Ft.	\$99.73	NA
PE1CW	Wire Cage	Per add'l 50 sq. Ft.	\$4.14	NA
PE1CC	Gypsum Board Cage	Per add'l 50 sq. Ft.	\$9.35	NA
PE1CF	Fire Rated Cage	Per add'l 50 sq. Ft.	\$11.30	NA
PE1PJ	Floor Space	Per sq. Ft.	\$4.25	NA
PE1BD	Cable Installation	Per Cable	\$2.77	\$1,056.00
PE1PM	Cable Support Structure		\$22.94	NA

**EXHIBIT A: BELLSOUTH/CLEC-1 RATES - FLORIDA
PHYSICAL COLLOCATION (cont.)**

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
AEH	Additional Engineering Fee (Note 7)	Per request, First half hour/Add'l half hour		First /Add'l Basic Time - \$31.00/\$22.00 Overtime - \$37.00/\$26.00
	Security Escort			
	Basic Time	Per ¼ hour	NA	\$10.89
	Overtime	Per ¼ hour	NA	\$13.64
	Premium Time	Per ¼ hour	NA	\$16.40

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

- (1) **Subsequent Application Fee:** BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Agreement, CLEC-1 will be assessed the full Application Fee for all subsequent activity for completed arrangements.
- (2) **Space Preparation Fee:** The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers costs associated with the shared physical collocation area within a Central Office, which include survey, engineering, design and modification costs for network, building and support systems. BellSouth will pro rate the total shared space preparation costs among the collocators at each location based on the amount of square footage occupied by each collocator. This charge may vary depending on the location and type of arrangement requested.
- (3) **Space Enclosure Fee:** For cages requested prior to June 1, 1999, the Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. CLEC-1 may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill CLEC-1 for the space enclosure, and this fee shall not be applicable.
- (4) **Cross Connects:** Rates shown are the equivalent per cross connect rates based on the Florida PSC Ordered rates as follows:

<u>Cross Connects</u>	<u>Per Cross Connect</u>	<u>RC</u>	<u>NRC</u>
2-wire	Per 100 X-Connects	\$5.24	\$1,157.00
4-wire	Per 100 X-Connects	\$5.24	\$1,157.00
DS-1/DCS	Per 28 X-Connects	\$226.39	\$1,950.00
DS-1/DSX	Per 28 X-Connects	\$11.51	\$1,950.00
DS-3/DCS	Per Cross Connect	\$56.97	\$ 528.00
DS-3/DSX	Per Cross Connect	\$10.06	\$528.00
Optical Cross Connects	Per Cross Connect	\$6.46	\$2,431.00

BellSouth Physical Collocation Draft - For Negotiations

**EXHIBIT A: BELL SOUTH/CLEC-1 RATES - FLORIDA
PHYSICAL COLLOCATION (cont.)**

- (5) **Co-Carrier Cross-Connect.** As stated in Section 5 of the Collocation Agreement, CLEC-1 may connect to other CLECs within the designated Central Office in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the direct connection, construction charges will be applied on an individual case basis. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the direct connection requested, the recurring charges as stated in this Exhibit A shall apply.
- (6) **POT Bays.** BellSouth's Florida specific rates were established in the Florida Public Service Commission Docket No. 960833. The Commission did not set permanent rates for POT Bays, given the assumption by the parties to the Proceeding that they will always provide their own POT Bays, with the necessary information from which BellSouth can inventory.
- (7) **Additional Engineering Fee.** BellSouth's additional engineering, and other labor costs associated with handling CLEC-1-requested modifications to requests in progress or augmentations to B.F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be submitted, CLEC-1 agrees not to make changes to collocation arrangement after a Bona Fide Firm

EXHIBIT A: BELLSOUTH/CLEC-1 RATES - GEORGIA PHYSICAL COLLOCATION

Rates marked with an asterisk (*) are interim and subject to true-up

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per Request	NA	\$3,850.00
PE1CA	Subsequent Application Fee (Note 1)	Per Request	NA	\$1600.00 Minimum
PE1BB	Space Preparation Fee (Note 2)	Per square foot	NA	\$100.00
PE1BW PE1CW	Space Enclosure (Note 3) Cages Prior to 6/1/99 Welded Wire-mesh Welded Wire-mesh	Per first 100 sq. ft. Per add'l 50 sq. ft.	\$170.64 \$17.33	NA NA
PE1PJ PE1PK	Floor Space Zone A Zone B	Per square foot Per square foot	\$7.50 \$6.75	NA NA
PE1BD	Cable Installation	Per Cable	NA	\$2,750.00
PE1PM	Cable Support Structure	Per entrance cable	\$13.35	NA
PE1PL	Power -48V DC Power 120V AC Power single phase* 240V AC Power single phase* 120V AC Power three phase* 277V AC Power three phase*	Per amp Per breaker amp Per breaker amp Per breaker amp Per breaker amp	\$7.14 \$5.50 \$11.00 \$16.50 \$38.20	ICB ICB ICB ICB ICB
PE1P2 PE1P4 PE1P1 PE1P3 PE1F2 PE1F4	Cross Connects 2-wire 4-wire DS-1 DS-3 2-fiber 4-fiber	Per Cross Connect	\$.30 \$.50 \$8.00 \$72.00 \$10.29 \$18.50	First / Additional \$12.60 / \$12.60 \$12.60 / \$12.60 \$155.00 / \$27.00 \$155.00 / \$27.00 \$73.00 / \$52.00 \$88.00 / \$67.00

EXHIBIT A: BELL SOUTH/CLEC-1 RATES - GEORGIA
PHYSICAL COLLOCATION (cont.)

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1ES	Co-Carrier Cross-Connect (Note 4) Fiber Cable Support Structure, existing	Per linear foot	\$0.06	NA
PE1DS	Copper or Coaxial Cable Support Structure, existing	Per linear foot	\$0.03	NA
(TBD)	Cable Support Structure Construction, new	Per new construction	NA	ICB
PE1A1	Security Access System Security system*	Per Central Office	\$52.00	
	New Access Card Activation*	Per Card		\$55.00
	Administrative change, existing card*	Per Card		\$35.00
	Replace lost or stolen card*	Per Card		\$250.00
	Space Availability Report*	Per Central Office Requested		\$550.00
PE1PE	POT Bay Arrangements Prior to 6/1/99 2 Wire Cross-Connect	Per Cross Connect	\$0.40	NA
PE1PF	4 Wire Cross-Connect		\$1.20	NA
PE1PG	DS1 Cross-Connect		\$1.20	NA
PE1PH	DS3 Cross-Connect		\$8.00	NA
PE1B2	2 Fiber Cross-Connect		\$25.53	NA
PE1B4	4 Fiber Cross-Connect		\$34.43	NA
AEH	Additional Engineering Fee (Note 5)	Per request, First half hour/Add'l Half hour		First /Add'l Basic Time - \$31.00/\$22.00 Overtime - \$37.00/\$26.00
PE1BT	Security Escort Basic Time	Per 1/2 hour/Additional	NA	\$41.00/\$25.00
PE1OT	Overtime	Half-hour	NA	\$48.00/\$30.00
PE1PT	Premium Time		NA	\$55.00/\$35.00

EXHIBIT A: BELL SOUTH/CLEC-1 RATES - GEORGIA
PHYSICAL COLLOCATION (cont.)

Note(s)

N/A refers to rate elements which do not have a negotiated rate.

- (1) **Subsequent Application Fee:** BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Agreement, CLEC-1 will be assessed the full Application Fee for all subsequent activity for completed arrangements.
- (2) **Space Preparation Fee:** The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers a portion of costs associated with the shared physical collocation area within a Central Office, which include survey, engineering, design and modification costs for network, building and support systems. This is a set fee of \$100 per square foot as established by the Georgia Public Service Commission Order in Docket No. 7061-U. In the event CLEC-1 opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to CLEC-1 as prescribed in Section 7 of the Collocation Agreement.
- (3) **Space Enclosure Fee:** For cages requested prior to June 1, 1999, the Space Enclosure Construction Fee is a one-time fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. CLEC-1 may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill CLEC-1 for the space enclosure, and this fee shall not be applicable.
- (4) **Co-Carrier Cross-Connect.** As stated in Section 5 of the Collocation Agreement, CLEC-1 may connect to other CLECs within the designated Central Office in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the co-Carrier cross connection, construction charges will be applied on an individual case basis. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the co-Carrier cross-connection requested, the recurring charges as stated in this Exhibit A shall apply.
- (5) **Additional Engineering Fee:** BellSouth's additional engineering, and other labor costs associated with handling CLEC-1-requested modifications to requests in progress or augmentations to existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, CLEC-1 agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

EXHIBIT A: BELL SOUTH/CLEC-1 RATES - KENTUCKY PHYSICAL COLLOCATION

Rates marked with an asterisk (*) are interim and are subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per Request	NA	\$9,926.72
PE1CA	Subsequent Application Fee (Note 1)	Per Request	NA	\$1600.00 Minimum
PE1BB	Space Preparation Fee (Note 2)			
	Mechanical / HVAC*	Per ton (one ton minimum)		\$2,100.00
	Ground Bar*	Per Connection		\$720.00
	Project Management*	Per arrangement		\$1,675.00
	Cable Racking/Fiber Duct	Per arrangement, per square foot		ICB
	Frame / Aisle lighting	Per arrangement, per square foot		ICB
	Framework Ground Conductors	Per arrangement		ICB
	Extraordinary Modifications	Per arrangement		ICB
PE1BW	Space Enclosure (Note 3) Prior to 6/1/99			
PE1CW	Welded Wire-mesh	Per first 100 sq. ft.	\$201.02	NA
	Welded Wire-mesh	Per add'l 50 sq. ft.	\$20.42	NA
PE1PJ	Floor Space	Per square foot	\$5.00	NA
PE1BD	Cable Installation	Per Cable	NA	\$2,327.08
PE1PM	Cable Support Structure	Per entrance cable	\$24.23	NA
PE1PL	Power			
	-48V DC Power	Per amp	\$7.68	ICB
	120V AC Power single phase*	Per breaker amp	\$5.50	ICB
	240V AC Power single phase*	Per breaker amp	\$11.00	ICB
	120V AC Power three phase*	Per breaker amp	\$16.50	ICB
	277V AC Power three phase*	Per breaker amp	\$38.20	ICB